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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

JEFRIK BARRIOS

Plaintiff,

v.

CITY OF LOS ANGELES; and DOES
1-10, identities unknown,

Defendant(s).

Case No. 2:24-cv-01914- MAA
Hon. Mag. Judge Maria A. Audero, Ctrm. 880, Roybal

**[PROPOSED] STIPULATED
PROTECTIVE ORDER**

1 **1. PURPOSES AND LIMITATIONS**

2 Plaintiff Jefrick Barrios filed suit on March 8, 2024, against the City of Los
3 Angeles (“CITY”) for an incident occurring on August 5, 2023, in which Plaintiff alleges
4 a Los Angeles Police Department (“LAPD”) K9 bit his hand incident to a search for a
5 suspect to a criminal offense. Discovery in this action is likely to involve production of
6 confidential, proprietary, or private information for which special protection from public
7 disclosure and from use for any purpose other than prosecuting this litigation may be
8 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the
9 following Stipulated Protective Order. The parties acknowledge that this Stipulated
10 Protective Order does not confer blanket protections on all disclosures or responses to
11 discovery and that the protection it affords from public disclosure and use extends only to
12 the limited information or items that are entitled to confidential treatment under the
13 applicable legal principles. The parties further acknowledge, a set forth in Section 13.3
14 below, that this Stipulated Protective Order does not entitle them to file confidential
15 information under seal; Local Rule 79-5 sets forth the procedures that must be followed
16 and the standards that will be applied when a party seeks permission from the Court to
17 file material under seal.

18
19 **2. GOOD CAUSE STATEMENT**

20 This action involves the City of Los Angeles (the “City”) through members of the
21 City’s Los Angeles Police Department (“LAPD”). The City contends that the nature of
22 the incident that gives rise to Plaintiff’s suit and Plaintiff’s claims and allegations will
23 result in discovery production that includes police reports and evidence; investigation
24 reports and evidence; peace officer personnel materials; information implicating the
25 rights of third parties (i.e. bystander witnesses, emergency personnel information); and
26 other private and confidential materials for which require special protection from public
27 disclosure.

1 Specifically, Plaintiff is seeking materials and information that Defendant City
2 contends that it maintains as confidential such as personnel files of the police and/or
3 sworn officers involved in this incident, Internal Affairs materials and information,
4 video recordings, audio recordings, photographs, Force Investigation Division materials
5 and information and other administrative materials and information currently in the
6 possession of Defendant and which Defendant believes need special protection from
7 public disclosure and from use for any purpose other than prosecuting this litigation.
8 Plaintiff may also seek official information contained in the personnel files of the police
9 and/or sworn officers involved in the subject incident, which Defendant contends that it
10 maintains as strictly confidential and which Defendant believes needs special protection
11 from public disclosure and from use for any purpose other than prosecuting this
12 litigation.

13 Defendant asserts that the confidentiality of the materials and information sought
14 by Plaintiff is recognized by California and federal law, as evidenced inter alia by
15 California Penal Code section 832.7 and *Kerr v. United States Dist. Ct. for N.D. Cal.*,
16 511 F.2d 192, 198 (9th Cir. 1975), *aff'd*, 426 U.S. 394 (1976). Defendant City contends
17 that it has not publicly released the materials and information referenced above except
18 under protective order or pursuant to a court order, if at all. Personnel materials and
19 information are of the type that has been used to initiate disciplinary proceedings, where
20 the employee conduct was considered to contrary to policy.

21 Defendant contends that absent a protective order delineating the responsibilities
22 of nondisclosure on the part of the parties hereto, there is a specific risk of unnecessary
23 and undue disclosure by one or more of the many attorneys, secretaries, law clerks,
24 paralegals and expert witnesses involved in this case, as well as the corollary risk of
25 embarrassment, harassment and professional and legal harm on the part of the City's
26 employees referenced in the materials and information.

27 Defendant also contends that the unfettered disclosure of the materials and
28 information, absent a protective order, would allow the media to share this information

1 with potential jurors in the area, impacting the rights of Defendant herein to receive a
2 fair trial.

3 Accordingly, to expedite the flow of information, to facilitate the prompt
4 resolution of disputes over confidentiality of discovery materials, to adequately protect
5 information the parties are entitled to keep confidential, to ensure that the parties are
6 permitted reasonable necessary uses of such material in preparation for and in the
7 conduct of trial, to address their handling at the end of the litigation, and to serve the
8 ends of justice, a protective order for such information is justified in this matter. It is the
9 intent of the parties that information will not be designated as confidential for tactical
10 reasons and that nothing be so designated without a good faith belief that it has been
11 maintained in a confidential, non-public manner, and there is good cause why it should
12 not be part of the public record of this case.

13 Without conceding any of Defendant's contentions as to the confidentiality of the
14 referenced materials in general, or the confidentiality of any particular information or
15 documents, Plaintiff agrees that there is good cause for this protective order, which
16 would streamline discovery and facilitate the exchange of materials without prejudice to
17 either party's rights with respect the assertion of confidentiality.

18 The parties therefore stipulate that there is good cause for the entry of this
19 proposed protective order regarding confidential documents consistent with the terms
20 and provisions of this Stipulation. However, the parties recognize that the entry of a
21 Protective Order by the Court pursuant to this Stipulation shall not be construed as any
22 ruling by the Court on the aforementioned legal statements or privilege claims in this
23 section, nor shall this section be construed as part of any such Court Order.

24 **3. DEFINITIONS**

25 3.1. Action: refers to Jeffrick Barrios v. City of Los Angeles et al. 2:24-cv-
26 01914- MAA, and any appeals through FINAL DISPOSITION.

27 3.2. Challenging Party: A Party or Nonparty that challenges the designation of
28 information or items under this Stipulated Protective Order.

- 1 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
2 how it is generated, stored or maintained) or tangible things that qualify for
3 protection under Federal Rule of Civil Procedure 26(c), and as specified
4 above in the Good Cause Statement.
- 5 3.4. Counsel: Outside Counsel of Record and In-House Counsel (as well as
6 their support staff).
- 7 3.5. Designating Party: A Party or Nonparty that designates information or
8 items that it produces in disclosures or in responses to discovery as
9 “CONFIDENTIAL.”
- 10 3.6. Disclosure or Discovery Material: All items or information, regardless of
11 the medium or manner in which it is generated, stored, or maintained
12 (including, among other things, testimony, transcripts, and tangible things),
13 that is produced or generated in disclosures or responses to discovery in
14 this matter.
- 15 3.7. Expert: A person with specialized knowledge or experience in a matter
16 pertinent to the litigation who has been retained by a Party or its counsel to
17 serve as an expert witness or as a consultant in this Action.
- 18 3.8. In-House Counsel: Attorneys who are employees of a party to this Action.
19 In-House Counsel does not include Outside Counsel of Record or any
20 other outside counsel.
- 21 3.9. Nonparty: Any natural person, partnership, corporation, association, or
22 other legal entity not named as a Party to this action.
- 23 3.10. Outside Counsel of Record: Attorneys who are not employees of a party to
24 this Action but are retained to represent or advise a party to this Action and
25 have appeared in this Action on behalf of that party or are affiliated with a
26 law firm which has appeared on behalf of that party, and includes support
27 staff.
28

1 3.11. Party: Any party to this Action, including all of its officers, directors,
2 employees, consultants, retained experts, In-House Counsel, and Outside
3 Counsel of Record (and their support staffs).

4 3.12. Producing Party: A Party or Nonparty that produces Disclosure or
5 Discovery Material in this Action.

6 3.13. Professional Vendors: Persons or entities that provide litigation support
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or
8 demonstrations, and organizing, storing, or retrieving data in any form or
9 medium) and their employees and subcontractors.

10 3.14. Protected Material: Any Disclosure or Discovery Material that is
11 designated as “CONFIDENTIAL.”

12 3.15. Receiving Party: A Party that receives Disclosure or Discovery Material
13 from a Producing Party.
14

15 **4. SCOPE**

16 The protections conferred by this Stipulated Protective Order cover not only
17 Protected Material, but also (1) any information copied or extracted from Protected
18 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and
19 (3) any testimony, conversations, or presentations by Parties or their Counsel that might
20 reveal Protected Material.

21 Any use of Protected Material at trial shall be governed by the orders of the trial
22 judge. This Stipulated Protective Order does not govern the use of Protected Material at
23 trial.
24

25 **5. DURATION**

26 Even after final disposition of this litigation, the confidentiality obligations
27 imposed by this Stipulated Protective Order shall remain in effect until a Designating
28 Party agrees otherwise in writing or a court order otherwise directs. Final disposition

1 shall be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
2 with or without prejudice; and (2) final judgment herein after the completion and
3 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
4 including the time limits for filing any motions or applications for extension of time
5 pursuant to applicable law.

6
7 **6. DESIGNATING PROTECTED MATERIAL**

8 6.1. Exercise of Restraint and Care in Designating Material for Protection.

9 Each Party or Nonparty that designates information or items for
10 protection under this Stipulated Protective Order must take care to limit
11 any such designation to specific material that qualifies under the
12 appropriate standards. The Designating Party must designate for protection
13 only those parts of material, documents, items, or oral or written
14 communications that qualify so that other portions of the material,
15 documents, items, or communications for which protection is not
16 warranted are not swept unjustifiably within the ambit of this Stipulated
17 Protective Order.

18 Mass, indiscriminate, or routinized designations are prohibited.
19 Designations that are shown to be clearly unjustified or that have been
20 made for an improper purpose (*e.g.*, to unnecessarily encumber the case
21 development process or to impose unnecessary expenses and burdens on
22 other parties) may expose the Designating Party to sanctions.

23 6.2. Manner and Timing of Designations.

24 Except as otherwise provided in this Stipulated Protective Order
25 (*see, e.g.*, Section 6.2(a)), or as otherwise stipulated or ordered, Disclosure
26 or Discovery Material that qualifies for protection under this Stipulated
27 Protective Order must be clearly so designated before the material is
28 disclosed or produced.

1 Designation in conformity with this Stipulated Protective Order
2 requires the following:

3 (a) For information in documentary form (*e.g.*, paper or electronic
4 documents, but excluding transcripts of depositions or other pretrial
5 or trial proceedings), that the Producing Party affix at a minimum,
6 the legend “CONFIDENTIAL” to each page that contains protected
7 material. If only a portion or portions of the material on a page
8 qualifies for protection, the Producing Party also must clearly
9 identify the protected portion(s) (*e.g.*, by making appropriate
10 markings in the margins).

11 A Party or Nonparty that makes original documents available
12 for inspection need not designate them for protection until after the
13 inspecting Party has indicated which documents it would like copied
14 and produced. During the inspection and before the designation, all
15 of the material made available for inspection shall be deemed
16 “CONFIDENTIAL.” After the inspecting Party has identified the
17 documents it wants copied and produced, the Producing Party must
18 determine which documents, or portions thereof, qualify for
19 protection under this Stipulated Protective Order. Then, before
20 producing the specified documents, the Producing Party must affix
21 the legend “CONFIDENTIAL” to each page that contains Protected
22 Material. If only a portion or portions of the material on a page
23 qualifies for protection, the Producing Party also must clearly
24 identify the protected portion(s) (*e.g.*, by making appropriate
25 markings in the margins).

26 (b) For testimony given in depositions, that the Designating Party
27 identify the Disclosure or Discovery Material on the record,
28 before the close of the deposition, all protected testimony.

1 (c) For information produced in nondocumentary form, and for any
2 other tangible items, that the Producing Party affix in a prominent
3 place on the exterior of the container or containers in which the
4 information is stored the legend “CONFIDENTIAL.” If only a
5 portion or portions of the information warrants protection, the
6 Producing Party, to the extent practicable, shall identify the
7 protected portion(s).

8 6.3. Inadvertent Failure to Designate.

9 If timely corrected, an inadvertent failure to designate qualified
10 information or items does not, standing alone, waive the Designating
11 Party’s right to secure protection under this Stipulated Protective Order for
12 such material. Upon timely correction of a designation, the Receiving Party
13 must make reasonable efforts to assure that the material is treated in
14 accordance with the provisions of this Stipulated Protective Order.
15

16 7. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 7.1. Timing of Challenges.

18 Any Party or Nonparty may challenge a designation of
19 confidentiality at any time that is consistent with the Court’s Scheduling
20 Order.

21 7.2. Meet and Confer.

22 The Challenging Party shall initiate the dispute resolution process,
23 which shall comply with Local Rule 37.1 et seq., and with Section 4 of
24 Judge Audero’s Procedures (“Mandatory Telephonic Conference for
25 Discovery Disputes”).¹
26

27 ¹ Judge Audero’s Procedures are available at
28 <https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 7.3. Burden of Persuasion.

2 The burden of persuasion in any such challenge proceeding shall be
3 on the Designating Party. Frivolous challenges, and those made for an
4 improper purpose (*e.g.*, to harass or impose unnecessary expenses and
5 burdens on other parties) may expose the Challenging Party to sanctions.
6 Unless the Designating Party has waived or withdrawn the confidentiality
7 designation, all parties shall continue to afford the material in question the
8 level of protection to which it is entitled under the Producing Party’s
9 designation until the Court rules on the challenge.

10
11 **8. ACCESS TO AND USE OF PROTECTED MATERIALS**

12 8.1. Basic Principles.

13 A Receiving Party may use Protected Material that is disclosed or
14 produced by another Party or by a Nonparty in connection with this Action
15 only for prosecuting, defending, or attempting to settle this Action. Such
16 Protected Material may be disclosed only to the categories of persons and
17 under the conditions described in this Stipulated Protective Order. When
18 the Action reaches a final disposition, a Receiving Party must comply with
19 the provisions of Section 14 below.

20 Protected Material must be stored and maintained by a Receiving
21 Party at a location and in a secure manner that ensures that access is
22 limited to the persons authorized under this Stipulated Protective Order.

23 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

24 Unless otherwise ordered by the Court or permitted in writing by the
25 Designating Party, a Receiving Party may disclose any information or item
26 designated “CONFIDENTIAL” only to:
27
28

- 1 (a) The Receiving Party’s Outside Counsel of Record, as well as
2 employees of said Outside Counsel of Record to whom it is
3 reasonably necessary to disclose the information for this Action;
- 4 (b) The officers, directors, and employees (including In-House Counsel)
5 of the Receiving Party to whom disclosure is reasonably necessary
6 for this Action;
- 7 (c) Experts of the Receiving Party to whom disclosure is reasonably
8 necessary for this Action and who have signed the
9 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
- 10 (d) The Court and its personnel;
- 11 (e) Court reporters and their staff;
- 12 (f) Professional jury or trial consultants, mock jurors, and Professional
13 Vendors to whom disclosure is reasonably necessary or this Action
14 and who have signed the “Acknowledgment and Agreement to be
15 Bound” (Exhibit A);
- 16 (g) The author or recipient of a document containing the information or
17 a custodian or other person who otherwise possessed or knew the
18 information;
- 19 (h) During their depositions, witnesses, and attorneys for witnesses, in
20 the Action to whom disclosure is reasonably necessary provided: (i)
21 the deposing party requests that the witness sign the
22 “Acknowledgment and Agreement to Be Bound” (Exhibit A); and
23 (ii) the witness will not be permitted to keep any confidential
24 information unless they sign the “Acknowledgment and Agreement
25 to Be Bound,” unless otherwise agreed by the Designating Party or
26 ordered by the Court. Pages of transcribed deposition testimony or
27 exhibits to depositions that reveal Protected Material may be
28 separately bound by the court reporter and may not be disclosed to

1 anyone except as permitted under this Stipulated Protective Order;
2 and

- 3 (i) Any mediator or settlement officer, and their supporting personnel,
4 mutually agreed upon by any of the parties engaged in settlement
5 discussions.

6
7 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
8 **IN OTHER LITIGATION**

9 If a Party is served with a subpoena or a court order issued in other litigation that
10 compels disclosure of any information or items designated in this Action as
11 “CONFIDENTIAL,” that Party must:

- 12 (a) Promptly notify in writing the Designating Party. Such notification shall
13 include a copy of the subpoena or court order;
- 14 (b) Promptly notify in writing the party who caused the subpoena or order to
15 issue in the other litigation that some or all of the material covered by the
16 subpoena or order is subject to this Stipulated Protective Order. Such
17 notification shall include a copy of this Stipulated Protective Order; and
- 18 (c) Cooperate with respect to all reasonable procedures sought to be pursued
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served with the
21 subpoena or court order shall not produce any information designated in this action as
22 “CONFIDENTIAL” before a determination by the Court from which the subpoena or
23 order issued, unless the Party has obtained the Designating Party’s permission. The
24 Designating Party shall bear the burden and expense of seeking protection in that court
25 of its confidential material and nothing in these provisions should be construed as
26 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
27 directive from another court.
28

1 **10. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 10.1. Application.

4 The terms of this Stipulated Protective Order are applicable to
5 information produced by a Nonparty in this Action and designated as
6 “CONFIDENTIAL.” Such information produced by Nonparties in
7 connection with this litigation is protected by the remedies and relief
8 provided by this Stipulated Protective Order. Nothing in these provisions
9 should be construed as prohibiting a Nonparty from seeking additional
10 protections.

11 10.2. Notification.

12 In the event that a Party is required, by a valid discovery request, to
13 produce a Nonparty’s confidential information in its possession, and the
14 Party is subject to an agreement with the Nonparty not to produce the
15 Nonparty’s confidential information, then the Party shall:

- 16 (a) Promptly notify in writing the Requesting Party and the Nonparty
17 that some or all of the information requested is subject to a
18 confidentiality agreement with a Nonparty;
- 19 (b) Promptly provide the Nonparty with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s),
21 and a reasonably specific description of the information requested;
22 and
- 23 (c) Make the information requested available for inspection by the
24 Nonparty, if requested.

25 10.3. Conditions of Production.

26 If the Nonparty fails to seek a protective order from this Court
27 within fourteen (14) days after receiving the notice and accompanying
28 information, the Receiving Party may produce the Nonparty’s confidential

1 information responsive to the discovery request. If the Nonparty timely
2 seeks a protective order, the Receiving Party shall not produce any
3 information in its possession or control that is subject to the confidentiality
4 agreement with the Nonparty before a determination by the Court. Absent
5 a court order to the contrary, the Nonparty shall bear the burden and
6 expense of seeking protection in this Court of its Protected Material.
7

8 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

9 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
10 Protected Material to any person or in any circumstance not authorized under this
11 Stipulated Protective Order, the Receiving Party immediately must (1) notify in writing
12 the Designating Party of the unauthorized disclosures, (2) use its best efforts to retrieve
13 all unauthorized copies of the Protected Material, (3) inform the person or persons to
14 whom unauthorized disclosures were made of all the terms of this Stipulated Protective
15 Order, and (4) request such person or persons to execute the “Acknowledgment and
16 Agreement to be Bound” (Exhibit A).
17

18 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
19 **PROTECTED MATERIAL**

20 When a Producing Party gives notice to Receiving Parties that certain
21 inadvertently produced material is subject to a claim of privilege or other protection, the
22 obligations of the Receiving Parties are those set forth in Federal Rule of Civil
23 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
24 may be established in an e-discovery order that provides for production without prior
25 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
26 parties reach an agreement on the effect of disclosure of a communication or
27 information covered by the attorney-client privilege or work product protection, the
28

1 parties may incorporate their agreement in the Stipulated Protective Order submitted to
2 the Court.

3
4 **13. MISCELLANEOUS**

5 13.1. Right to Further Relief.

6 Nothing in this Stipulated Protective Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 13.2. Right to Assert Other Objections.

9 By stipulating to the entry of this Stipulated Protective Order, no
10 Party waives any right it otherwise would have to object to disclosing or
11 producing any information or item on any ground not addressed in this
12 Stipulated Protective Order. Similarly, no Party waives any right to object
13 on any ground to use in evidence of any of the material covered by this
14 Stipulated Protective Order.

15 13.3. Filing Protected Material.

16 A Party that seeks to file under seal any Protected Material must
17 comply with Local Rule 79-5. Protected Material may only be filed under
18 seal pursuant to a court order authorizing the sealing of the specific
19 Protected Material at issue. If a Party's request to file Protected Material
20 under seal is denied by the Court, then the Receiving Party may file the
21 information in the public record unless otherwise instructed by the Court.

22
23 **14. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in paragraph 5, within sixty
25 (60) days of a written request by the Designating Party, each Receiving Party must
26 return all Protected Material to the Producing Party or destroy such material. As used in
27 this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
28 summaries, and any other format reproducing or capturing any of the Protected

1 Material. Whether the Protected Material is returned or destroyed, the Receiving Party
2 must submit a written certification to the Producing Party (and, if not the same person
3 or entity, to the Designating Party) by the 60-day deadline that (1) identifies (by
4 category, where appropriate) all the Protected Material that was returned or destroyed
5 and (2) affirms that the Receiving Party has not retained any copies, abstracts,
6 compilations, summaries or any other format reproducing or capturing any of the
7 Protected Material. Notwithstanding this provision, Counsel is entitled to retain an
8 archival copy of all pleadings; motion papers; trial, deposition, and hearing transcripts;
9 legal memoranda; correspondence; deposition and trial exhibits; expert reports; attorney
10 work product; and consultant and expert work product, even if such materials contain
11 Protected Material. Any such archival copies that contain or constitute Protected
12 Material remain subject to this Stipulated Protective Order as set forth in Section 5.
13

14 **15. VIOLATION**

15 Any violation of this Stipulated Order may be punished by any and all
16 appropriate measures including, without limitation, contempt proceedings and/or
17 monetary sanctions.
18

19 ///

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22 ///

23 ///

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 Dated: July 2, 2024

LAW OFFICE OF THOMAS S. SEABAUGH

4 By: /s/ Thomas S. Seabaugh
5 Attorney for Plaintiff

6 Dated: July 2, 2024

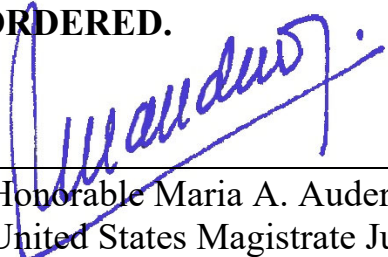
7 HYDEE FELDSTEIN SOTO, City Attorney
8 DENISE C. MILLS, Chief Deputy City Attorney
9 KATHLEEN KENEALY, Chief Asst. City Atty.
10 CORY M. BRENT, Senior Asst. City Attorney

11 By: *Sasha O. Lazarevich*

12 **SASHA O. LAZAREVICH**², Deputy City Atty.
13 *Attorneys for Defendant*, CITY OF LOS
14 ANGELES

15 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

16 Dated: July 3, 2024

17 
18 Honorable Maria A. Audero
19 United States Magistrate Judge

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25
26 ² Pursuant to Local rule 5 5-4.3.4(a)(2)(i), I attest that the other signatories listed, and
27 on whose behalf the filing is submitted, concur in the filing's content and have
28 authorized the filing.

1 **EXHIBIT A**

2 **ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

3 I, _____ [full name], of _____
4 _____ [address], declare under penalty of perjury that I have read in its entirety
5 and understand the Stipulated Protective Order that was issued by the United States
6 District Court for the Central District of California on _____ [date] in
7 the case of Jefferick Barrios v. City of Los Angeles et al.; 2:24-cv-01914-
8 DDP-MAA, and any appeals through FINAL DISPOSITION. I agree to comply with
9 and to be bound by all the terms of this Stipulated Protective Order, and I understand
10 and acknowledge that failure to so comply could expose me to sanctions and
11 punishment in the nature of contempt. I solemnly promise that I will not disclose in any
12 manner any information or item that is subject to this Stipulated Protective Order to any
13 person or entity except in strict compliance with the provisions of this Stipulated
14 Protective Order.

15 I further agree to submit to the jurisdiction of the United States District Court for
16 the Central District of California for the purpose of enforcing the terms of this
17 Stipulated Protective Order, even if such enforcement proceedings occur after
18 termination of this action. I hereby appoint _____ [full name] of
19 _____ [address and telephone
20 number] as my California agent for service of process in connection with this action or
21 any proceedings related to enforcement of this Stipulated Protective Order.

22
23 Signature: _____

24 Printed Name: _____

25 Date: _____

26 City and State Where Sworn and Signed: _____

27
28